

ORDINANCE NO. 09-30

ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA TO JOINTLY USE THE PARKING GARAGE HAVING 196 PARKING SPACES FOR ITS RESPECTIVE ACTIVITIES SERVING HIALEAH SENIOR HIGH SCHOOL AND ITS PERFORMING ARTS CENTER AND THE MILANDER PARK COMPLEX PURSUANT TO AN INTERLOCAL AGREEMENT, A COPY OF THE JOINT USE AGREEMENT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 08-29 (Apr. 24, 2008), the City of Hialeah, Florida entered into an Interlocal Agreement with The School Board of Miami-Dade County, Florida to lease property owned by The School Board located at 4775 East 1 Avenue, Hialeah, Florida for 40 years at \$1.00 annually, with successive 10-year renewals, to finance with Miami-Dade County funds, design, construct, maintain and operate a parking garage providing 196 parking spaces to be jointly used by The School Board and the City for its respective activities serving Hialeah Senior High School and its Performing Arts Complex and the Milander Park Complex; and

WHEREAS, pursuant to Hialeah, Fla., Ordinance 08-29, the City Council authorized the Mayor to negotiate a Joint Use Agreement, subject to Council approval; and

WHEREAS, on November 20, 2007, The School Board of Miami-Dade County, Florida at its meeting authorized the execution of the Joint Use Agreement; and

WHEREAS, the City of Hialeah finds that it is in its best interest of the health, safety and welfare of the community to enter into this Joint Use Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Joint Use Agreement with The School Board of Miami-Dade County, Florida to jointly use the parking garage having 196 parking spaces for its respective activities serving Hialeah Senior High School and its Performing Arts Center and the Milander Park Complex pursuant to an Interlocal Agreement, a copy of the Joint Use Agreement is attached hereto and made a part hereof as Exhibit "1".

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

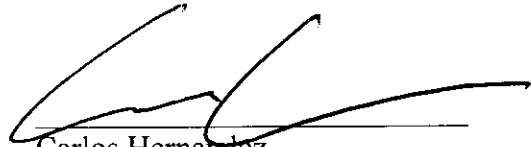
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

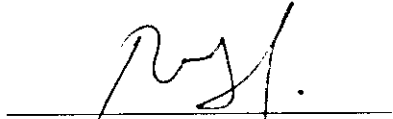
PASSED and ADOPTED this 28th day of April, 2009.

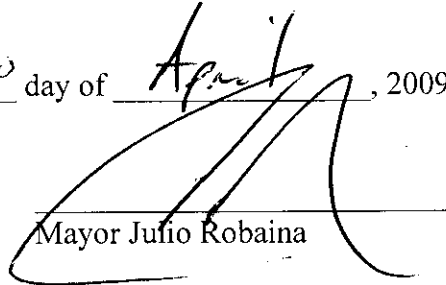
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Carlos Hernandez
Council President

Attest:

Approved on this 30 day of April, 2009.


Rafael E. Granado, City Clerk


Mayor Julio Robaina

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

S:\WMG\LEGISLAT\ORD\Ordinance 2009\jointuseagreementschoolboardhialeahhighparkinggarage.docx

Ordinance was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT is made and entered into as of this 7th day of May, 2009, by and between the CITY OF HIALEAH, a political subdivision of the State of Florida (hereinafter referred to as the "CITY"), and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic, existing under the laws of the State of Florida (hereinafter referred to as the "BOARD"). The BOARD and CITY are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

WITNESSETH

WHEREAS, the BOARD and CITY entered into that certain Interlocal Agreement, dated April 28, 2008, incorporated herein by reference, to provide for the construction by the CITY and joint use by the Parties of a Parking Garage, to be built on a portion of the Hialeah Senior High School campus, on lands owned by the BOARD; and

WHEREAS, the Interlocal Agreement requires the Parties to enter into a Joint Use Agreement ("Agreement") setting forth the terms and conditions for the joint use of the Parking Garage and any other amenities to be constructed and located on the Demised Premises by the CITY as a part of the project; and

WHEREAS, the City of Hialeah by the adoption of Ordinance No. 09-30, at its meeting of April 28, 2009, approved this Joint Use Agreement; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Joint Use Agreement in accordance with Board Item No. H-12, at its meeting of November 20, 2007.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, payable by each Party to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I.

TERM

The term of this Agreement shall commence upon receipt by the CITY of a Certificate Of Occupancy or Temporary Certificate of Occupancy or other applicable jurisdictional approval allowing occupancy and use of the Parking Garage by the Parties ("Commencement Date"), and shall thereafter run coterminous with the term defined in Section 7(b) of the Interlocal Agreement, such that any termination or renewal of the Interlocal Agreement shall result in the automatic termination or renewal of this Agreement. The CITY and BOARD shall confirm the Commencement Date in a separate written instrument, which shall become a part of this Agreement by reference.

II.

PREMISES TO BE JOINTLY USED

As a condition of entering into this Agreement, the CITY shall construct, at its sole cost and expense and subject to the terms of the Interlocal Agreement, certain improvements consisting of a three (3) story parking structure, with 196 parking spaces, and all associated improvements ("Parking Garage"), on a portion of the Hialeah Senior High School ("School") campus, on lands owned by the BOARD, as further depicted in Exhibit "A" attached hereto ("Demised Premises"), which land and improvements shall be jointly used by the Parties effective with the Commencement Date.

III.

USE OF PREMISES

The Parking Garage and lands identified in Exhibit "A", shall be used by the CITY and the BOARD only for the purpose of serving the parking needs associated with Hialeah Senior High School and the Hialeah Senior High School Performing Arts Center, the Milander Park Complex, and for any other public purpose benefiting the BOARD, CITY, Miami-Dade County and the community.

Other than as specified elsewhere in this Agreement, the BOARD shall have exclusive use of the Parking Garage on regular school days during the Academic School Year, as established through the BOARD's approved school calendar, beginning one (1) hour prior to the start of regular School hours, and ending one (1) hour after the end of regular School hours. Additionally, the School shall have exclusive use of the Parking

Garage for pre-scheduled athletic, recreational, educational and theatrical activities that take place after regular School hours ("School's period of use"). The CITY shall have exclusive use of the Parking Garage at all other times ("CITY'S period of use").

The Hialeah Senior High School Administrator ("School Administrator") and City of Hialeah Recreation Supervisor ("Recreation Supervisor") shall meet prior to the start of each school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Parking Garage by each Party. Given the anticipated amount of evening and weekend use of the Parking Garage to serve the needs of the Hialeah High School Performing Arts Center and the Milander Park Complex, coupled with the daily needs of the School to provide for its ongoing programs, approval of each Party's request for such use shall not be unreasonably withheld. Such schedule of use may be modified from time to time throughout the school year by mutual agreement of the School Administrator and Recreation Supervisor.

In the event either Party requires use of the Parking Garage on an infrequent basis, during a time that is normally within the other Party's period of use, the School, through its School Administrator or designee, or the CITY, through its Recreation Supervisor or designee, shall make a request to the other Party, with a minimum of seventy-two (72) hours advance notice. Approval of said request shall not be unreasonably withheld, provided such use does not conflict with operations or previous obligations of the impacted Party.

The BOARD and CITY may promulgate and enforce reasonable rules and regulations governing their respective use of the Demised Premises, and shall provide adequate supervision of the Demised Premises at all times that they conduct or sanction activities thereon.

The Parties agrees to secure and lock all perimeter and Parking Garage gates, as required, at the completion of their respective period of use, and shall remove all unauthorized vehicles stationed in the Parking Garage by them prior to the other Party's period of use. The Parties shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the Park Supervisor, or School Administrator, as applicable.

The CITY and BOARD shall each have access and use of the Parking Garage to

park and store CITY and BOARD vehicles in connection with a hurricane or adverse weather condition that rises to the level of a National Weather Alert Warning, subject to a written plan acceptable to the CITY and the BOARD.

The sale or consumption of alcoholic beverages within the Demised Premises at any time, is expressly prohibited.

Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the SCHOOL BOARD, CITY, COUNTY, STATE, or FEDERAL GOVERNMENT, as they may be amended from time to time and apply to this Agreement.

IV.

IMPROVEMENTS BY CITY

The BOARD and CITY agree to accept the Demised Premises in the condition it is in as of the Commencement Date of this Agreement.

The CITY, at its sole cost and expense, may make minor alterations, renovations and improvements to the Parking Garage, provided that the quality of all such alterations and improvements are consistent with the then current governing rules and standards for Parking Garages, and will not result in a facility of substantially lesser size and scope as existed prior to such alteration or improvement, and subject further to the terms, conditions and limitations of this Agreement. Should the construction of the improvement result in a condition which obstructs or unreasonably impedes the School from full use of the Parking Garage, the CITY shall promptly and fully remedy the condition, at its sole cost and expense.

The CITY, at its sole cost and expense, may construct substantive improvements or make renovations to the Parking Garage, subject to review and written concurrence of the proposed improvements by the BOARD'S designee, and provided that such improvements are consistent with the then current governing rules and standards for public educational facilities, including, but not necessarily limited to, the State Requirements For Educational Facilities, and will not create a burden on the operations of the School, as determined solely by the BOARD'S designee.

The CITY shall be responsible for securing and final closure of any permits, zoning variances, regulatory or governmental approvals, license and/or use approvals which may be required for the construction of any improvement of any nature installed on the Demised

Premises, and shall pay all assessments, fees, service fees, or taxes imposed upon the Demised Premises as a result of the construction of any improvements by the CITY. All such work shall comply with the provisions of Sections 6(g) and 11(c) of the Interlocal Agreement. During any time that the Parking Garage, in whole or in part, is made unusable to the School for a protracted period of time as a result of the CITY'S construction related activities, the CITY shall provide sufficient alternative parking that meets all applicable rules, regulations and requirements for educational facilities and is otherwise located within a reasonable walking distance to the School.

V.

MAINTENANCE

Unless specified to the contrary elsewhere in this Agreement, the CITY shall retain all responsibility for the operation and maintenance and repair of the Parking Garage and balance of the Demised Premises including, but not necessarily limited to, all structural components of the Parking Garage, roof, elevators, lighting, fire sprinkler system, water/sewer systems, electrical systems, CCTV system, fire alarm system (up to the point of connection to the School main enunciation panel), and routine landscaping. The City shall use its best efforts to schedule all maintenance functions on the Demised Premises so as to limit any impact on School operations, as determined solely by the BOARD'S designee.

Notwithstanding the above, each Party shall remove litter and trash from the Demised Premises generated during its respective period of use, prior to the other Party's next period of use. Further, the BOARD shall repair, or cause to be repaired, those improvements within the Parking Garage damaged during the School's period of use, where the CITY can clearly substantiate that the improvements were damaged as a result of the actions of the BOARD.

The CITY and BOARD shall make every effort to fulfill its maintenance obligations so as to prevent additional costs to the other Party (e.g. extraordinary janitorial services, after-hours staffing, etc.).

VI.

UTILITIES

Effective with the Commencement Date, the CITY shall, at its own cost and

expense, cause all utilities serving the Demised Premises to be separately metered and placed in its name, and shall thenceforth pay all such utility charges including, but not limited to, connection and service charges arising out of the use of the Demised Premises for waste collection, electricity, water and sewer, storm water and for all other services, including telecommunications.

VII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons in the Demised Premises during the BOARD'S period of use, other than damage or injury resulting from the negligence or improper conduct on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement.

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the CITY or any persons in the Demised Premises during the CITY'S period of use, other than damage or injury resulting from the negligence or improper conduct on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement.

VIII.

INDEMNIFICATION

The BOARD does hereby agree to indemnify and hold harmless the CITY, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the CITY from any

liability or claim arising out of the negligent performance or failure of performance of the CITY or as a result of the negligence of any unrelated third party.

The CITY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

IX.

ASSIGNMENT

Except as otherwise provided, neither Party shall assign, transfer, or otherwise dispose of this Agreement for the term hereof, or sublease the Parking Garage or Demised Premises or any part thereof.

X.

CANCELLATION AND DEFAULT

In addition to the provisions included in Article XIV of this Agreement, the CITY may cancel this Agreement at any time by giving the BOARD written notice at least one (1) year prior to the effective date of said cancellation. The BOARD shall only have the right to cancel this Agreement in the event the CITY defaults in fulfilling any of its material covenants or obligations under the Interlocal Agreement or this Agreement and fails to cure such default as provided below.

An event of default shall be deemed to have occurred by either Party to this Agreement if such Party fails to observe or perform any covenant, condition or agreement of this Agreement or the Interlocal Agreement, or breaches a representation contained

herein, and such failure or breach continues for a period of thirty (30) days after written notice specifying such default and requesting that it be remedied is sent to the defaulting Party by the non-defaulting Party; provided, however, that if the default is curable but cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably needed to cure such default so long as the defaulting Party promptly commences and diligently pursues the cure of such default to completion. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or specific performance.

XI.

NO LIABILITY FOR PROPERTY

The CITY and BOARD agree to insure or self insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage to such property by any cause whatsoever. The BOARD and CITY hereby waive all rights of subrogation against each other under any policy or policies they may carry, or on property placed or moved on the Demised Premises.

XII.

RIGHT OF ENTRY

Other than in the event of an emergency, the BOARD, or any of its agents, after first providing reasonable notice to the CITY, shall have the right to enter the Demised Premises and Parking Garage during the CITY'S period of use to examine same, provided these actions do not in any way interfere with the CITY'S use of the Parking Garage.

In compliance with the provisions of Articles IV, V and XIX of this Agreement, and only after first providing reasonable notice to the School Administrator, the CITY, or any of its agents, shall have the right to enter the Demised Premises and Parking Garage during the School's period of use to examine same, provided these actions do not in any way interfere with the School's use of the Parking Garage.

XIII.

NOTICE AND GENERAL CONDITIONS

- A. All notices or other communications which shall or may be given pursuant to

this Agreement shall be in writing and shall be delivered by personal service or First Class Mail, postage prepaid, or sent overnight delivery service addressed to the Parties at their respective addresses indicated below, or as the same may be changed in writing from time to time. Such notice shall be deemed received on the day which personally served, or if by mail, only upon actual delivery.

To the BOARD: The School Board of Miami-Dade County, Florida
 c/o Superintendent of Schools
 1450 N.E. Second Avenue, Room 912
 Miami, Florida 33132

With copies to: Miami-Dade County Public Schools
 Facilities Planning
 Attn: Administrative Director
 1450 N.E. Second Avenue, Room 525
 Miami, Florida 33132

 The School Board of Miami-Dade County, Florida
 c/o School Board Attorney
 1450 N.E. Second Avenue, Room 400
 Miami, Florida 33132

To the CITY: City of Hialeah
 c/o City Mayor
 501 Palm Avenue
 Hialeah, Florida 33010

 City of Hialeah
 City Attorney
 501 Palm Avenue
 Hialeah, Florida 33010

B. Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools shall be the Party designated by the BOARD, and the Mayor of the City of Hialeah shall be the Party designated by the CITY, to grant or deny all approvals required by this Agreement, including without limitation, canceling this Agreement.

Commencement Date of this Agreement, within one hundred eighty (180) days of the said casualty, or other reasonable period of time as mutually agreed to by the Parties. If the CITY fails to cancel this Agreement, the CITY shall cause all improvements located within the Demised Premises to be repaired and placed in a safe, secure and useable condition, in compliance with then current code, and compatible for School and community use, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties. Should the improvements not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the CITY in default.

XV.

NONDISCRIMINATION

Both Parties agree that there will be no discrimination against any person based upon disability, gender, sexual orientation, age, religion, race, color, creed or national origin in the use of the Demised Premises and Parking Garage. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, such an event shall be treated as a Default hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

XVI.

PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Agreement, both Parties agree that the other Party shall and may peaceably have, hold and enjoy the above Demised Premises, without hindrance or molestation by the other Party. Subject to the provisions of Article XXII of this Agreement, at the expiration of this Agreement, the CITY shall, without demand, quietly and peaceably deliver up possession of the Demised Premises and all improvements thereon in good order and repair, except for normal wear and tear, or decay and damage by the elements, or other Acts of God.

XVII.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the Parties herein, their legal representatives, successors and assigns.

XVIII.

OPTION TO RENEW

Subsequent to the Commencement Date, the term of this Agreement shall be coterminous with the Interlocal Agreement, such that the CITY shall have the right to renew this Agreement, under the same terms and conditions set forth therein, for successive renewal periods of ten (10) years each, subject to the following conditions: (i) the CITY shall not be in default under the Interlocal Agreement or this Agreement and have failed to cure same within the applicable notice and cure periods at the time of renewal, (ii) the CITY shall have notified the BOARD in writing of its election to renew the Interlocal Agreement no later than one (1) year prior to the expiration of the term thereof (i.e. by the end of the 39th lease year, 49th lease year, etc., provided, however, each Party shall make every reasonable effort to contact the other to obtain a determination from the CITY as to whether or not it wishes to renew, before the end of the initial renewal election period or each successive renewal election period), and (iii) within ninety (90) days following receipt of such notice, the BOARD and CITY shall review any issues relating to the maintenance and operation of the Parking Garage and shall use good faith efforts to resolve any such issues to the reasonable satisfaction of the Parties.

XIX.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of Federal, State and Local Governments, including, but not limited to, the Americans with Disabilities Act, as they apply to this Agreement and as they may be amended from time to time, including all applicable laws, codes, ordinances, rules and regulations dealing with the operation of the Parking Garage. In the event that upgrades, modifications or changes to the Parking Garage or other portions of the Demised Premises are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the operation and use of parking garages, the CITY shall be responsible, at its expense, for any such upgrade, modification or change.

XX.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida. In the event any provisions contained in this Agreement are in conflict with provisions contained in the Interlocal Agreement, then those provisions contained in the Interlocal Agreement shall control.

XXI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXII.

SURRENDER OF PREMISES

The Demised Premises is owned by the BOARD in Fee Simple, and the BOARD shall retain Fee Simple title to said parcel of land at all times. However, the Parties agree that during the term of this Agreement, the CITY shall retain all right, title and interest to the improvements constructed and paid for by the CITY upon the Demised Premises.

Notwithstanding this provision or any other provision of this Agreement, the CITY shall immediately convey title to said improvements to the BOARD, without compensation, at the termination, cancellation or expiration of this Agreement.

XXIII.

ATTORNEYS FEES

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this term shall survive the termination of this Agreement.

XXIV.

INSURANCE

The CITY shall provide Liability Insurance in amounts acceptable to the BOARD'S Risk Management department, or in lieu of Liability Insurance, the CITY may provide evidence of an ongoing Self-Insurance Program covering officers, members and employees of the CITY, subject to the limitations of Section 768.28 Florida Statute. If the CITY contracts the operation and/or maintenance of the Parking Garage to a third-party, as provided for in Article XXV of this Agreement, the third-party shall provide Liability Insurance and other appropriate insurance in amounts acceptable to the BOARD'S Risk Management department, with the BOARD to be named as an additional insured.

In addition to the above, the CITY shall provide Property Insurance for the Parking Garage and all associated improvements constructed on the Demised Premises by the CITY, with said insurance to remain in place for the term of this Agreement.

The BOARD shall provide Liability Insurance in amounts acceptable to the CITY'S Risk Management department, or in lieu of Liability Insurance, the BOARD may provide evidence of an ongoing Self-Insurance Program covering officers, members and employees of the BOARD, subject to the limitations of Section 768.28 Florida Statute. If the BOARD contracts the operation and/or maintenance of the Parking Garage to a third-party, as provided for in Article XXV of this Agreement, the third-party shall provide Liability Insurance and other appropriate insurance in amounts acceptable to the CITY'S Risk Management department, with the CITY to be named as an additional insured.

XXV.

USE OF PARKING GARAGE BY PRIVATE CONCESSIONAIRE

In the event either Party wishes to allow a private concessionaire to operate the Parking Garage during its respective period of use ("Parking Garage Operator"), authorization of such Parking Garage Operator shall be subject to review and approval by both Parties, said approval not to be unreasonably withheld. Said approval shall also include review of the contractual agreement, including, but not limited to those provisions dealing with insurance, indemnification, and compliance with Florida Procurement Statutes as well as CITY Code and Board Rule regarding procurement.

XXVI.

SUBORDINATION

This Agreement shall be deemed subordinate to any existing or future financing of the Demised Premises or any part thereof by the BOARD.

XXVII.

AMENDMENTS

Amendments and Addenda to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

XXVIII.

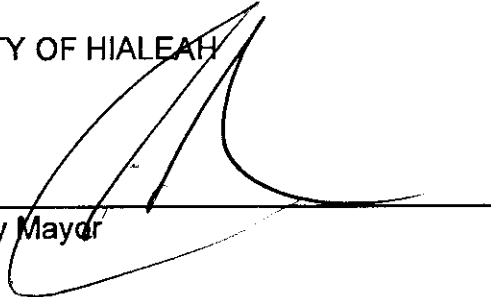
WRITTEN AGREEMENT

This Agreement represents the entire agreement between the Parties. All Amendments shall be in writing and approved as required by this Agreement.

IN WITNESS WHEREOF, the BOARD and CITY have caused this Joint Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY:

CITY OF HIALEAH



City Mayor

ATTEST:



City Clerk

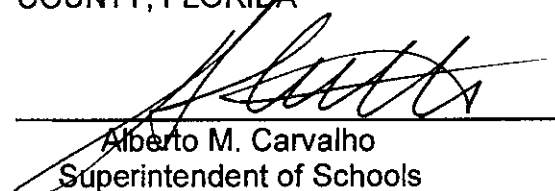
Approved as to form:



City Attorney

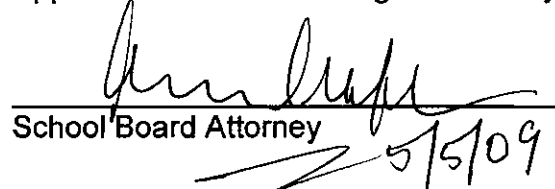
BOARD:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA



Alberto M. Carvalho
Superintendent of Schools

Approved as to form and legal sufficiency:



School Board Attorney
5/5/09

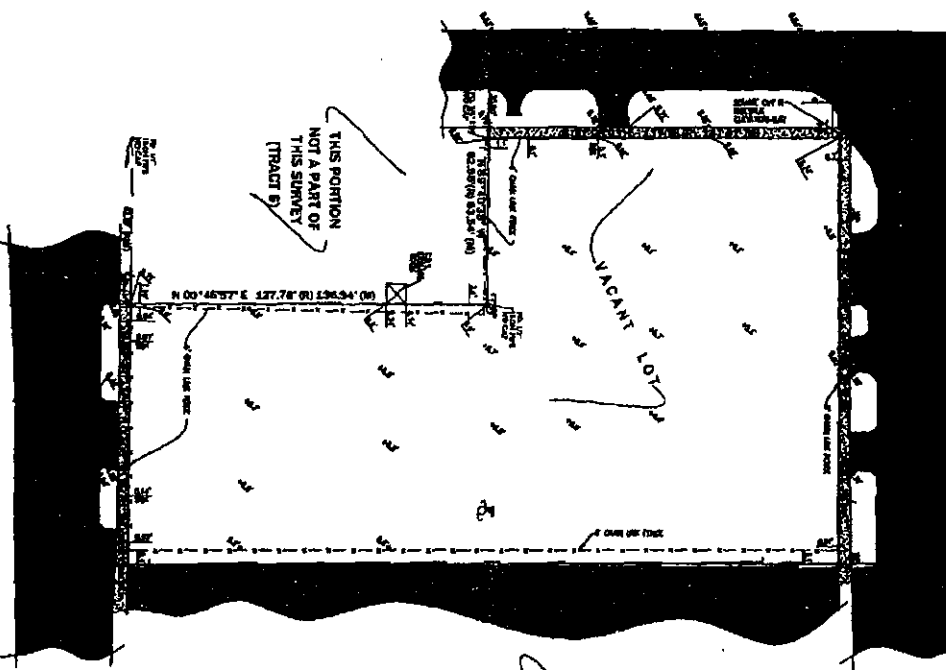
EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

The East 100.00 feet of the West 162.85 feet of the South ½ of Tract 6, together with the West 162.85 feet of the North ½ of Tract 6 of "REVISED PLAT OF WEST MIAMI HEIGHTS No. 1", according to the Plat thereof, as recorded in Plat Book 32 at Page 69 of the public records of Miami-Dade County, Florida. All as depicted on the attached Topographical Survey dated January 29, 2008, and prepared by J.H. Manusy, Inc.

1. Depth = 20 FT











































































































TOPOGRAPHIC SURVEY



THIS PORTION
NOT A PART OF
THIS SURVEY
(TRACT 8)

THIS PORTION
NOT A PART OF
THIS SURVEY
(TRACT 5)

LEGEND:

-  known values
-  recovery
-  absent
-  - - - - - means the rock
-  X shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-  • shows that
-

ABSTRACT

AC	acetic acid	100
AD	adipic acid	100
AE	acetic acid	100
AF	acetic acid	100
AG	acetic acid	100
AH	acetic acid	100
AI	acetic acid	100
AJ	acetic acid	100
AK	acetic acid	100
AL	acetic acid	100
AM	acetic acid	100
AN	acetic acid	100
AO	acetic acid	100
AP	acetic acid	100
AQ	acetic acid	100
AR	acetic acid	100
AS	acetic acid	100
AT	acetic acid	100
AV	acetic acid	100
AW	acetic acid	100
AX	acetic acid	100
AY	acetic acid	100
AZ	acetic acid	100
BA	acetic acid	100
BB	acetic acid	100
BC	acetic acid	100
BD	acetic acid	100
BE	acetic acid	100
BF	acetic acid	100
BG	acetic acid	100
BH	acetic acid	100
BI	acetic acid	100
BJ	acetic acid	100
BK	acetic acid	100
BL	acetic acid	100
BM	acetic acid	100
BN	acetic acid	100
BO	acetic acid	100
BP	acetic acid	100
BQ	acetic acid	100
BR	acetic acid	100
BS	acetic acid	100
BT	acetic acid	100
BU	acetic acid	100
BV	acetic acid	100
BW	acetic acid	100
BX	acetic acid	100
BY	acetic acid	100
BZ	acetic acid	100
CA	acetic acid	100
CB	acetic acid	100
CC	acetic acid	100
CD	acetic acid	100
CE	acetic acid	100
CF	acetic acid	100
CG	acetic acid	100
CH	acetic acid	100
CI	acetic acid	100
CJ	acetic acid	100
CK	acetic acid	100
CL	acetic acid	100
CM	acetic acid	100
CN	acetic acid	100
CO	acetic acid	100
CP	acetic acid	100
CQ	acetic acid	100
CR	acetic acid	100
CS	acetic acid	100
CT	acetic acid	100
CU	acetic acid	100
CV	acetic acid	100
CW	acetic acid	100
CX	acetic acid	100
CY	acetic acid	100
CZ	acetic acid	100
DA	acetic acid	100
DB	acetic acid	100
DC	acetic acid	100
DD	acetic acid	100
DE	acetic acid	100
DF	acetic acid	100
DG	acetic acid	100
DH	acetic acid	100
DI	acetic acid	100
DJ	acetic acid	100
DK	acetic acid	100
DL	acetic acid	100
DM	acetic acid	100
DN	acetic acid	100
DO	acetic acid	100
DP	acetic acid	100
DQ	acetic acid	100
DR	acetic acid	100
DS	acetic acid	100
DT	acetic acid	100
DU	acetic acid	100
DV	acetic acid	100
DW	acetic acid	100
DX	acetic acid	100
DY	acetic acid	100
DZ	acetic acid	100
EA	acetic acid	100
EB	acetic acid	100
EC	acetic acid	100
ED	acetic acid	100
EE	acetic acid	100
EF	acetic acid	100
EG	acetic acid	100
EH	acetic acid	100
EI	acetic acid	100
EJ	acetic acid	100
EK	acetic acid	100
EL	acetic acid	100
EM	acetic acid	100
EN	acetic acid	100
EO	acetic acid	100
EP	acetic acid	100
EQ	acetic acid	100
ER	acetic acid	100
ES	acetic acid	100
ET	acetic acid	100
EU	acetic acid	100
EV	acetic acid	100
EW	acetic acid	100
EX	acetic acid	100
EY	acetic acid	100
EZ	acetic acid	100
FA	acetic acid	100
FB	acetic acid	100
FC	acetic acid	100
FD	acetic acid	100
FE	acetic acid	100
FF	acetic acid	100
FG	acetic acid	100
FH	acetic acid	100
FI	acetic acid	100
FJ	acetic acid	100
FK	acetic acid	100
FL	acetic acid	100
FM	acetic acid	100
FN	acetic acid	100
FO	acetic acid	100
FP	acetic acid	100
FQ	acetic acid	100
FR	acetic acid	100
FS	acetic acid	100
FT	acetic acid	100
FU	acetic acid	100
FV	acetic acid	100
FW	acetic acid	100
FX	acetic acid	100
FY		

LEGAL DESCRIPTION:

On April 19, 1994, the FBI received a letter from the American Civil Liberties Union (ACLU) regarding the FBI's use of the term "terrorist" in the FBI's report on the 1993 World Trade Center bombing. The ACLU requested that the FBI provide a copy of the report to the ACLU for review. The FBI provided a copy of the report to the ACLU on April 22, 1994. The ACLU then filed a lawsuit in the U.S. District Court for the District of Columbia, seeking a court order that the FBI provide a copy of the report to the ACLU for review. The court granted the ACLU's request, and the FBI provided a copy of the report to the ACLU on May 1, 1994. The ACLU then filed a motion for summary judgment, arguing that the FBI's use of the term "terrorist" was unconstitutional. The court granted the ACLU's motion, and the FBI was ordered to provide a copy of the report to the ACLU for review.

SURVEYOR'S NOTES

1. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1031 (1986).
2. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1033 (1986).
3. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1035 (1986).
4. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1037 (1986).
5. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1039 (1986).
6. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1041 (1986).
7. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1043 (1986).
8. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1045 (1986).
9. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1047 (1986).
10. *Journal of Polymer Science, Part A: Polymer Chemistry*, **24**, 1049 (1986).

SURVEYOR'S CERTIFICATE:
THE BULKY COMMODITY IS

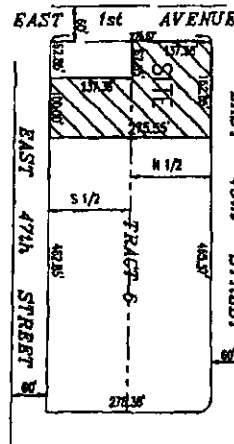
[illegible]

**WILKINSON, JAMES B. MONROE JR. 4134
STATE OF PENNSYLVANIA**

Birth Date: 07. 1908

NOTE

- 1) Was Exploration of Clay for the Lab is worth doing.
2) Was it for a component of the, more, conditions in
national road experiments.
3) Was Exploration of Clay for the Lab the solution and the
solution based on, of a future, second, surface, and, surface



LOCATION MAP

[illegible]